

MORTON & CRAIG LLC
John R. Morton, Jr., Esq.
110 Marter Ave.
Suite 301
Moorestown, NJ 08057
Telephone: (856)866-0100
Attorney for: Ford Motor Credit Company
JM-5630

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

IN RE:

JOHN P. CONKLIN

MELISSA A. CONKLIN

)
) Case No. 17-36011 (KCF)
)
) Chapter 13
)
) Hearing Date:
)
) CERTIFICATION IN SUPPORT OF
)
) MOTION OF FORD MOTOR CREDIT
)
) COMPANY FOR RELIEF FROM THE
)
) AUTOMATIC STAY
)

Jacklyn Larson

certifies as follows:

1. I am employed by Ford Motor Credit Company ("Ford") and am familiar with the facts of this case.
2. On 1-18-14, the Debtor executed a retail installment contract for the purchase of a 2012 FORD more particularly described in the following paragraph. The contract was assigned to Ford Motor Credit Company and the Debtor became indebted to Ford in accordance with the terms of same. To secure payment of the contract, the Debtor caused the title to the vehicle to be delivered to Ford Credit. As a result, Ford Motor Credit Company is the holder of a first purchase money security interest encumbering the vehicle. True copies of the contract and title are annexed hereto.

3. The following information sets forth the make, model and serial number of the vehicle, the original terms of the contract, the clean retail and trade-in values of the vehicle, and the current status of the Debtor's loan

A. Make, model, and serial number of motor vehicle:

2012 FORD ESCAPE

Serial Number: 1FMCU0EG6CKB09381

B. Original contract terms:

(i) Total of payments: \$30,967.20

(ii) Term: 72 Months

(iii) Monthly payment: \$430.10

(iv) First payment due: 3-4-14

C. Clean retail value: \$9,375.00*

*Value derived from NADA Official Used Car Guide,
JUNE 2019 edition.

D. Delinquency status: As of 6-24-19 account due from
4-4-19 to 6-4-19

Arrears as of 6-24-19: \$1288.50 plus \$519.44 in late
charges

10 Day Payoff Balance: \$10,589.75 as of 6-24-19

4. Ford Motor Credit Company demands relief from the automatic stay for the following reasons:

a. The account is in default. The debtors are failing to make payments against the vehicle and failing to provide Ford Credit with adequate protection.

I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

Dated: 6-24-2019

COLORADO SPRINGS, CO

Jacelyn Lenson

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

Morton & Craig LLC
John R. Morton, Jr.
110 Marter Ave.
Suite 301
Moorestown, NJ 08057
Attorneys for Ford Motor Credit Company LLC

In Re:

JOHN CONKLIN
MELISSA CONKLIN

Case No. 17-36011

Hearing Date:

Chapter: 13

Judge: KCF

**CERTIFICATION OF SECURED CREDITOR REGARDING POST-PETITION
PAYMENT HISTORY ON VEHICLE LOAN/LEASE**

Jacklyn Lawton of full age, employed as Bankruptcy Specialist by
Ford Motor Credit Company LLC, hereby certifies the following information:

Vehicle lender/lessor: Ford Motor Credit Company LLC

Vehicle description: 2012 Ford Escape

POST-PETITION PAYMENTS RECEIVED (Petition filed on 12-29-17)

Amount due	Date Payment due	Date payment received	Amount received	How payment applied (mo./yr)	Type of payment (See Legend below)
1. 430.10	1-4-18	1-16-18	431.00		
2. 430.10	2-4-18	2-15-18	431.00		
3. 430.10	3-4-18	3-15-18	431.00		
4. 430.10	4-4-18	4-13-18	431.00		
5. 430.10	5-4-18	5-15-18	431.00		
6. 430.10	6-4-18	6-19-18	431.00		
7. 430.10	7-4-18	7-13-18	431.00		
8. 430.10	8-4-18	8-16-18	43 .00		

Amount due	Date Payment due	Date Payment received	Amount Received	How Payment applied (mo./yr)	Type of Payment (See Legend below)
9. 430.10	9-4-18	9-14-18	431.00		
10. 430.10	10-4-18	10-16-18	431.00		
11. 430.10	11-4-18	11-16-18	431.00		
12. 430.10	12-4-18	12-18-18	431.00		
Total 5,161.20			5,172.00		

(Continue on attached sheets if necessary)

Monthly payments past due @ \$ _____ per month from _____ to _____ :

\$ -10.80

Plus miscellaneous amounts due:

Late Charges: \$ _____

Repossession fees: \$ _____

Extension fees: \$ _____

Other : \$ _____

TOTAL POST-PETITION PAST DUE..... .. \$ -10.80

Pre-petition arrears: _____ to _____

(_____ months x \$ _____ per month = \$ 0.00)

Legend: MP = monthly payment; EXF = Extension fee; LC = Late Charge O = Other**specify other payments received

I certify under penalty of perjury that the foregoing is true and correct.

6-24-2019
Date of signature

Jacklyn Laver
Signature

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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PAYMENT HISTORY ON VEHICLE LOAN/LEASE**

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2. 430.10	2-4-19	3-20-19	431.00		
3. 430.10	3-4-19	5-16-19	431.00		
4. 430.10	4-4-19				
5. 430.10	5-4-19				
6. 430.10	6-4-19				
7.					
8.					

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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PAYMENT HISTORY ON VEHICLE LOAN/LEASE**

Jacelyn Larson of full age, employed as _____ Bankruptcy Specialist _____ by
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3. 430.10	3-4-19	5-16-19	431.00		
4. 430.10	4-4-19				
5. 430.10	5-4-19				
6. 430.10	6-4-19				
7.					
8.					

LAW® 553-NJ-ARB-e 5/10**RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE**Dealer Number N/A Contract Number N/A

Buyer Name and Address (Including County and Zip Code) MELISSA A CONKLIN 63 GUILFORD PL Burlington, NJ 08016 BURLINGTON	Co-Buyer Name and Address (Including County and Zip Code) JOHN P CONKLIN 63 GUILFORD PLACE Burlington, NJ 08016 BURLINGTON	Creditor-Seller (Name and Address) HOLMAN AUTOMOTIVE 571 WEST ROUTE 38 MAPLE SHADE, NJ 08052
-------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
Used	2012	Ford Escape	1FMCU0EG6CKB09381	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
5.90 %	\$ 5,003.70	\$ 25,963.50	\$ 30,967.20	\$ 1,056.10 is \$ 32,023.30

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	\$ 430.10	Monthly beginning 03/04/2014

Or As Follows:

N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late. If the vehicle is primarily for personal, family, or household use and the cash price is \$10,000 or less, the charge for each late payment will be \$ 10.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

☐ If this box is checked, the following late charge applies to vehicles purchased primarily for business or agricultural use.

If a payment is not received in full within N/A days after it is due, you will pay a late charge of \$ N/A or N/A % of the part of the payment that is late, whichever is less.

If this box is not checked, the late charge in the "Federal Truth-In-Lending Disclosures" still applies.

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

ITEMIZATION OF AMOUNT FINANCED

1	Cash Price (including \$ 1,398.60 sales tax)	\$	24,288.60(1)
2	Total Downpayment =		
	Trade-in 2003 Mercury Mountaineer		
	(Year) (Make) (Model)		
	Gross Trade-In Allowance	\$	5,200.00
	Less Pay Off Made By Seller	\$	5,143.90
	Equals Net Trade In	\$	56.10
	+ Cash	\$	1,000.00
	+ Other N/A	\$	N/A
	(If total downpayment is negative, enter "0" and see 4J below)	\$	1,056.10(2)
3	Unpaid Balance of Cash Price (1 minus 2)	\$	23,232.50(3)
4	Other Charges Including Amounts Paid to Others on Your Behalf		
	(Seller may keep part of these amounts):		
A	Cost of Optional Credit Insurance Paid to Insurance Company or Companies.		
	Life \$ N/A		
	Disability \$ N/A	\$	N/A
B	Other Optional Insurance Paid to Insurance Company or Companies	\$	N/A
C	Official Fees Paid to Government Agencies		
	to N/A for N/A	\$	N/A
	to N/A for N/A	\$	N/A
	to N/A for N/A	\$	N/A
D	Optional Gap Contract	\$	595.00
E	Supplemental Title Fee	\$	N/A
F	Vehicle Tire Fee	\$	N/A
G	Government Taxes Not Included in Cash Price	\$	N/A
H	Government License and/or Registration Fees		
	License	\$	161.50
I	Government Certificate of Title Fees	\$	N/A
J	Other Charges (Seller must identify who is paid and describe purpose)		
	to N/A for Prior Credit or Lease Balance	\$	N/A
	to Ford Extended Service Plan (E for Service Plan	\$	1,695.00
	to HOLMAN AUTOMOTIVE for Documentary Fee	\$	279.50
	to N/A for N/A	\$	N/A
	to N/A for N/A	\$	N/A
	to N/A for N/A	\$	N/A
	to N/A for N/A	\$	N/A
	to N/A for N/A	\$	N/A
	to N/A for N/A	\$	N/A
	to N/A for N/A	\$	N/A
	to N/A for N/A	\$	N/A
	Total Other Charges and Amounts Paid to Others on Your Behalf	\$	2,731.00(4)
5	Amount Financed (3 + 4)	\$	25,963.50(5)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before Year N/A. SELLER'S INITIALS N/A

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 72 Mos. American Heritage Insurance Se
Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X A

Returned Check Charge: You agree to pay a charge of \$ 20 if any check you give us is dishonored and the law allows it.

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:
Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name

N/A

Home Office Address

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance pays the unpaid part of the amount financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life or credit disability insurance provides. See the policies or certificates for coverage limits and other terms and conditions. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A N/A
Type of Insurance Term

Premium \$ N/A

Insurance Company Name

N/A

Home Office Address

N/A

☐ N/A N/A
Type of Insurance Term

Premium \$ N/A

Insurance Company Name

N/A

Home Office Address

N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X B N/A N/A

Buyer Signature Date

X B N/A N/A

Co-Buyer Signature Date

THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE, YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

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OTHER IMPORTANT AGREEMENTS**1. FINANCE CHARGE AND PAYMENTS**

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest to the extent permitted by applicable law. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge equal to the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund on insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once.
Default means:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information on a credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs the law permits. If the vehicle is primarily for personal, family, or household use and the cash price is \$10,000 or less, the maximum attorney's fee you will pay will be \$100 plus 10% of the excess over \$500 of the amount due when we hire the attorney.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

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- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle as the law allows. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Servicing and Collection Contacts.

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

6. Applicable Law

Federal law and the law of the state of our address shown on page 1 of this contract apply to this contract.

Electronic Contracting and Signature Acknowledgment.

You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X C-11 Co-Buyer Signs X C-11

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See the rest of this contract for other important agreements.

NOTICE TO RETAIL BUYER

Do not sign this contract in blank.

You are entitled to a copy of the contract at the time you sign.

Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration clause on page 5, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X D-11 Date 01/18/2014 Co-Buyer Signs X D-11 Date 01/18/2014

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A Address N/A
 Seller signs HOLMAN AUTOMOTIVE Date 01/18/2014 By X E-11 Title Finance Manager

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

ARBITRATION CLAUSE**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations and its applicable rules: the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org), or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the Creditor-Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$2500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Clause, then the provisions of this Arbitration Clause shall control. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

CERTIFICATE OF TITLE

HOLD TO LIGHT TO VIEW NEW JERSEY WATERMARK

PREFIX 2 IDENTIFICATION NUMBER 1FMCU 0EG6C KB093 81
 SUFFIX YEAR 2012 FOR ESC 4 DR
 MODEL 2012 FOR ESC 4 DR
 MAKE 2012 FOR ESC 4 DR
 BODY TYPE 4 DR
 TYPE OF TITLE STANDARD
 DUPLICATE NO. GWWC/LGTH 7
 COLOR/ATLPH WT
 DEALER ID 22040N 2
 MILEAGE 34550 A
 STATUS
 F-FLOOD S-SALVAGE
 P-POLICE T-TAXI
 L-LEMON LAW
 A-ACTUAL MILEAGE
 N-NOT THE ACTUAL MILEAGE
 M-MILEAGE EXCEEDS THE MECHANICAL LIMITS
 NUMBER OF OWNERS 1
 NUMBER OF LIENHOLDERS 1
 OWNER DL/CC
 VIN-REPLACEMENT 01-23-2014
 ISSUE DATE 01-23-2014
 FEE 85.00
 OWNER(S) MELISSA A CONKLIN
 63 GUILFORD PL
 BURLINGTON NJ 08016 4184

I, CHIEF ADMINISTRATOR OF THE MOTOR VEHICLE COMMISSION OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT EVIDENCE OF PURCHASE OF OWNERSHIP, IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEW JERSEY, OF THE DESCRIBED ARTICLE, HAS BEEN RECORDED AND FILED WITH ME, AND I DO HEREBY ISSUE THIS CERTIFICATE OF OWNERSHIP SUBJECT TO SECURITY AGREEMENT OR LIEN, IF ANY AS STATED.

CONTROL NUMBER AP228968



State of New Jersey
MOTOR VEHICLE COMMISSION

DATE _____
 SIGNATURE _____
 LIEN RELEASED BY _____
 SIGNATURE _____
 TITLE _____
 DATE _____
 SECOND RELEASE _____
 DATE _____
 SIGNATURE _____
 TITLE _____
 DATE _____
 FIRST RELEASE _____
 DATE _____
 SIGNATURE _____
 TITLE _____
 DATE _____
 FORD MOTOR CREDIT CO
 PO BOX 105704
 ATLANTA GA 30348

ISM SS-1 (R8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

KEEP IN SAFE PLACE

VOID IF ALTERED

HOLD TO LIGHT TO VIEW NEW JERSEY WATERMARK